

**REQUEST FOR BIDS**

**CITY OF MOUNTAIN VIEW**  
**Purchasing Division**  
**500 Castro St/PO Box 7540**  
**Mountain View CA 94039-7540**  
**Ph 650-903-6324 Fax 650-968-5472**

**Page 1 of 1**

**Bid Due Date: 9/30/2003**  
**Bid Due Time: 2:00 PM**

**Vendor Name** \_\_\_\_\_  
**Vendor Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Item	Qty	Unit	Description	Unit Price	Amount
0001	1	LOT	Waterproofing and related restoration Services for Police/Fire Admin Bldg, as per attached specifications and drawing.	\$ _____	\$ _____
			Required Site Review is scheduled for 10:00 AM, Tuesday, Sept. 16, 2003 beginning at the Entrance to the Police/Fire Administration Bldg, 1000 Villa Street, Mountain View, CA.		

Payment Terms: Net 30 or better _____	Subtotal	\$ _____
Guaranteed Delivery of _____ business days ARO	8.25% Sales Tax	\$ _____
	(Pre-pay & Add) Shipping	\$ _____
Signature Accepts City's Attached Terms & Conditions	GRAND TOTAL	\$ _____

\_\_\_\_\_  
 Signature of Company Officer

E-mail address \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 FAX Number \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Company Officer

**CITY OF MOUNTAIN VIEW**  
**REQUEST FOR BIDS NO. R040335**  
**INSTRUCTIONS FOR SUBMITTING BIDS**

1. **Type of Reply Requested:**

- ☐ Request for Bid, Informal (fax bids are acceptable)  
☒ Request for Bid, Formal, Public Opening (no faxes)

2. **Bids Due:**      **2:00 PM, Tuesday, September 30, 2003**

3. **Reply To:**

City of Mountain View  
Attention: Chris Hartje, Supervising Buyer  
500 Castro Street  
Mountain View, CA 94041

or

P.O. Box 7540  
Mountain View, CA 94039-7540

Phone: (650) 903-6324    Fax: (650) 968-5472

**Questions:** Call the person named above for questions regarding this proposal process, or call **David Huang, Facilities Engineer at 650-903-6267** for questions regarding the specifications and/or requirements.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date. By signing our bid form, you are agreeing to the City's Terms and Conditions. **(Please note insurance requirements on Pages 4 and 5.)** Once notified of bid award, the Vendor has five days to send the correct certificate of insurance. Lack of a timely response is grounds for rejection of the Vendor's bid.
5. **Prebid Conference:** The prebid conference is mandatory (if required and noted on the bid form) and is for the City's protection, to ensure that vendors know the work required. The Purchasing Agent may waive this requirement if the Vendor is familiar with the work requirements and asks the City for permission to miss the prebid conference.
6. **Deviations from Bid Specifications:** If there are any deviations from the brands and/or specifications, the Vendor **MUST** note such differences, brand names,

model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.

7. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

## **TERMS AND CONDITIONS**

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery:** Time is of the essence on this purchase order. The Vendor shall deliver all goods and services by the date listed on this Agreement. Failure to deliver on time shall be grounds for termination of this Agreement.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Firm Prices:** All bids will be held firm for a minimum of thirty (30) days after the due date listed above.
5. **Year 2050 Compliant:** The Vendor agrees that all software and equipment sold to the City of Mountain View is date compliant through the year 2050. This implies that any and all software and equipment provided by the Vendor will work flawlessly when any date changes occur through the year 2050.
6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City.

If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Prevailing Wages:**

☐ Required      ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: \_\_\_\_\_  
Date of Expiration: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
Description of License: \_\_\_\_\_

10. **Collusion and Financial Interest:** The Vendor certifies that Vendor has not directly or indirectly been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, as per Section 706 of the City of Mountain View Charter.
11. **Assignment:** Any purchase order issued as a result of this bid may not be assigned without written consent of the City.
12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.
13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
14. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Insurance:**
  - a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

- b. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
  - c. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
  - d. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
  - e. Other Insurance Provisions:
    - (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
    - (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
    - (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
    - (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
17. **Hold Harmless:** The Vendor hereby agrees to and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. The City

shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

18. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes      ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

19. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

**VENDOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address of Company

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Officer

\_\_\_\_\_  
Telephone No./Fax No.

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Federal I.D. Tax Number

AS-6^ (Rev. 12/30/02)

September 4, 2003

**CITY OF MOUNTAIN VIEW, CALIFORNIA**

Police/Fire Administration Building  
Underground and Plaza Waterproofing,  
Roof Gutter/Drain and Drywall Repair  
1000 Villa Street, Mountain View, CA 94041

**SPECIFICATIONS**

**GENERAL PROVISIONS**

1. TERMS AND DEFINITIONS

Whenever in the Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Standard Specifications for Public Works Construction – The Standard Specifications for Public Works Construction, 2000 Edition, published by BNI Publications, Inc.

2. PREVAILING WAGE REQUIREMENTS

This is a non-prevailing wage project. Department of Industry prevailing wage requirements will not apply to this project.

3. PRECONSTRUCTION CONFERENCE

After full execution of the construction contract by the contractor, the contractor shall schedule a pre-construction meeting. The contractor's representatives at this meeting shall include all upper-level superintendents for the work and may include all subcontractors.



During the meeting, the contractor shall submit to the City:

- a. The contractor's and all subcontractor's emergency cell phone numbers and the name of the contractor's emergency contact person.
  - b. Names, Driver license, Social Security number of all workers, and the "Request for Live Scan Service" application form for each workers.
  - b. Two copies of a progress schedule.
4. RESPONSIBILITIES OF THE CONTRACTOR

The City assumes no responsibility for loss of or damage to materials or equipment owned or operated by the contractor, his agents or employees. All work damaged due to vandalism or any other cause prior to acceptance of the work by the City shall be repaired or replaced by the contractor at the contractor's own expense.

The contractor shall comply with all applicable State and local laws, ordinances, codes and regulations. All safety orders, rules and recommendations of the Division of Industrial Relations of the State of California, applicable to all the work performed under this contract, shall be obeyed and enforced by the contractor. The contractor shall be solely responsible for any and all injuries to individuals or properties resulting directly or indirectly from the contractor's performance of the work, and the contractor agrees to indemnify and hold the City free and harmless from and against any and all liabilities, expenses, claims, costs, suits and damages arising out of the negligence or on the part of the contractor.

5. INSPECTION

The City Facilities Project Manager shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and material used and workmanship are in accordance with the requirements and intentions of these specifications. All work done and all material used shall be subject to inspection and approval by the Facilities Project Manager. Inspection of the work shall not relieve the contractor of any of the contractor's obligations to fulfill this contract as prescribed. Defective work or unsuitable materials shall be removed and made good, notwithstanding that such defective work and materials had been previously overlooked by the Facilities Project Manager when accepted or estimated for payment. The contractor shall provide a minimum of two (2) working days notice for overtime inspection.

The Contractor shall be responsible for coordination of inspections by other public agencies or private utility companies as described by the permits of those agencies.

6. NORMAL WORKING HOURS FOR CITY INSPECTORS

Normal working hours for City Public Works Inspectors are from 7:30 a.m. to 4:00 p.m., Monday through Friday, except legal holidays unless specified otherwise in the Special Provisions.

7. SITE APPEARANCE

The contractor shall maintain a neat appearance to the work site throughout the construction period. When practical, broken concrete, dirt and debris generated by the construction shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of daily or at the direction of the Facilities Project Manager.

8. PAYMENT PRIOR TO PROPOSED FINAL ESTIMATE

After acceptance of the work by the City, the Facilities Project Manager may make payments on the basis of interim estimates pending issuance of the final estimate in accordance with Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications when, in the Facilities Project Manager's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the contractor will be entitled. All payments, including payment upon the final estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

9. PRESERVATION OF PROPERTY

a. Protection of Other Improvements

The contractor shall exercise caution during the construction to avoid damaging or breaking any existing private or public improvements, such as utilities, facilities, landscaping, etc.

If the contractor damages any improvements, the contractor shall repair or replace the damaged improvements to the satisfaction of the Facilities Project Manager. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. The repair or replacement method used shall be approved by the Facilities Project Manager.

If immediate repair cannot be made on damaged sewer or water service, City emergency crew will perform the repair, and the cost of the repair will be charged to the contractor.

The contractor shall solely be responsible for and bear the costs of repairing or replacing damaged improvements. Excess materials generated from the repair or replacement work shall be disposed of off-site by the contractor at the contractor's costs.

#### 10. NON-POINT SOURCE POLLUTION CONTROL

In compliance with the State and Federal regulations regarding storm water management during construction and non-point source pollution control, no waste materials or pollutants will be allowed to enter the storm drainage system. Washing of excess material into storm drainage facilities is prohibited.

The contractor shall contain and remove any waste generated by the contractor's construction operation using the appropriate Best Management Practices (BMP) and shall properly dispose of the waste or pollutants off-site. If solid or liquid waste materials or pollutants originating from the Contractor's operation enter the storm drain system, the contractor will be required to thoroughly clean up the affected catch basins, storm sewer and storm manholes to the satisfaction of the Facilities Project Manager. If the contractor fails to meet the requirements of this section, the City will issue a stop-work notice and take necessary action to require the contractor to set up the preventive measures or clean up the storm drainage system as the case may be. All costs related to the stop-work action and corrective work shall be solely borne by the contractor.

The cost of taking the preventive action by the contractor shall be considered as included in the prices paid for other items of work requiring nonpoint source pollution control measures, and no other compensation will be made therefor.

#### 11. NOISE CONTROL

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without a muffler.

Any equipment used on the project shall not produce a sound level exceeding 55 dB(A) when measured by a sound level meter equal to or better than an ANSI Standard S 1.4-1971 Type 2 noise level meter at any location on any residentially used property. At night, between 10:00 p.m. and 7:00 a.m., this sound level shall not exceed 50 dB(A).

## 12. DUST AND AIR QUALITY CONTROL

Dust control shall be performed in accordance with Section 5-10, "Dust Control," of the City Standard Provisions and Section 10, "Dust Control," of the State Standard Specifications and the following requirements.

The Contractor shall keep the work area sufficiently watered to keep dust to a minimum at all times during construction. Provide special return air filter at return air intake if necessary. Contact Quality Air Services at (650) 802-0910 for special return air filter to prevent dust and the vapor of the waterproofing primer suck-back into the building HVAC system.

## 13. OSHA REQUIREMENTS

The contractor's attention is directed to Section 7-1.09, "Public Safety," and Section 7, "Legal Relations and Responsibility," of the Standard Specifications and the requirements herein.

The contractor and subcontractors shall perform all work in a safe, workmanlike manner. Methods and equipment used in performing the work shall be in conformance with the prevailing State and Federal Occupational Safety and Health Acts and applicable local codes.

The contractor shall obtain all necessary or required permits from State or Federal OSHA and submit copy of the permits to the Facilities Project Manager prior to the start of construction.

The contractor shall bear all costs associated with the permit fee and delays due to stoppage by OSHA or the Facilities Project Manager as a result of nonconformance with the requirements of this section.

## 14. DISPOSAL OF MATERIALS

The contractor's attention is directed to Section 13, "Excess Material," of the Standard Provisions and these requirements.

The contractor shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. All demolition rubble, debris, slurry, dirt, trees, shrubs, vegetation and other excess materials resulting from the contractor's operations shall be disposed of off-site in a safe and legal manner at the contractor's own expense. All rubble, debris or other excess materials must be removed at the end of each work day. Washing of excess materials into the storm drain is prohibited.

Payment for disposal of excess materials shall be considered as included in the payments for other items of work, and no additional compensation will be made therefore.

#### 15. SITE CLEANUP

Site cleanup shall conform to the provisions in Section 4-05, "Final Cleanup," of the Standard Provisions and as specified herein.

If the contractor fails to perform the final cleanup work as specified, the City will withhold the final payment until the contractor complies with the requirements. If the final cleanup is deemed unsatisfactory by the Facilities Project Manager, the contractor shall remedy the work within two (2) working days after receipt of rejection notice from the City. If the contractor fails to remedy the work as directed, the City may, at its own option, hire a third party to perform the work and deduct the cost of the cleanup work from the final payment due the contractor.

#### 16. INSURANCE REQUIREMENTS

Follow the requirements from the Purchasing Department.

#### 17. SECURITY CLEARANCE REQUIREMENTS

Contractor and Contractor's employees who will be working in and around the Police Facility are required to be fingerprinted for security clearance purposes.

The Contractor shall provide the City a list of names, driver license, and social security numbers of employees, including all subcontractors who will be working on the project within three days of awarding the contract. At a minimum of three (3) weeks prior to starting construction, all individuals on the list shall complete a "Request for Live Scan Service" application form. The forms may be obtained from Mary Anne Helfrich (650 903-6700) in the Mountain View Police Department. Each applicant shall then make an appointment with and bring the completed application form to the Santa Clara County Sheriff's Office or Stanford University Sheriff's office to have fingerprints taken. The clearance process takes around two (2) weeks. After the clearance is given, the workers should make appointment with Mary Anne for a photo session and the Mountain View Police Department will issue photo ID badges to the workers.

While they are on the premises, workers shall display photo ID badges at all times. Workers without badges will be ordered to leave the premises.

All required fees related to the applications will be paid by the City. All other travel costs and time associated with Security Clearance shall be the responsibility of the contractor and shall be included in the bid.

## **SPECIAL PROVISIONS**

### **1. PROJECT DESCRIPTION**

The work to be performed under this contract includes, but is not limited to:

Furnish and install new gutter at the roof. Remove and replace damaged waterproofing membrane at the exterior wall along the south side of the entrance plaza and south side of the building west of the stairs. Install foundation drainpipes. Provide new waterproofed membrane at the planters. Install downspout for the roof storm drain. Install drywall at the basement offices and reinstall caulking at the plaza. The City retains the right to select all or any part of the scope of the work. The purchase order for portions of the scope of work may be issued at different phases based on the financial situation of the City.

### **2. EXAMINATIONS AND INVESTIGATION BY CONTRACTOR**

Contractors are advised that not all existing surface features or underground facilities are shown on the plans and that their locations, as delineated on the drawings, are generally schematic in nature.

Prior to submitting a bid, the contractors shall examine all documents relating to this project and visit the job site to ascertain the nature of the work and the character of the job site. The contractors shall become familiar with the contractual requirements, project limitations, various aspects of the work, the physical conditions and the surroundings of the job site.

The contractors shall include in their bids a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a bid for the project, the contractor declares that he or she has thoroughly investigated the job site and examined all related project documents, and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. The City will not consider any claims for compensation whatsoever on account of the contractors' failure to fully investigate and examine the project requirements and job site conditions as required above.

### 3. PREBID CONFERENCE

Contractors bidding this project are required to attend a prebid conference. The meeting will be held at the Mountain View Police and Fire Administration building located at 1000 Villa Street. All bidders shall submit two (2) current business cards at job walk.

Only firms attending this prebid conference will be allowed to bid on this project unless other arrangements were made. Bids from firms that are not on the prebid conference attendance list may be rejected.

### 4. BUILDING PERMITS AND CONTRACTOR'S LICENSES

The contractor's attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications; Section 7-02, "Permits and Licenses," of the Standard Provisions; and these Special Provisions.

The contractor and subcontractors shall be licensed in accordance with the provisions of the "Contractors License Law," Chapter 9 of Division 3 of the State Business and Professions Code.

At the time of submitting the bid for this project, the prime contractor must have:

- a. A Class B contractor license.

All subcontractors also must have the appropriate licenses to work on this project.

The contractor and all subcontractors shall have or obtain a City of Mountain View business license prior to beginning work on this project.

The contractor shall comply with the requirements of all permits. The contractor shall apply and secure approval from the Planning and Building Divisions. Engineering fees and the cost of compliance shall be included in other items of work, and no additional compensation will be made therefor.

The City will issue a building permit for the work. The cost of the building permit and related inspections will be borne by the City. The contractor shall, at the contractor's own cost; obtain all other permits necessary for the construction.

## 5. CONSTRUCTION SCHEDULE

The construction shall be completed within ninety (90) calendar days from the issuance of the purchase order.

At the time of the pre-construction meeting, the contractor shall furnish to the Facilities Project Manager for review and approval, two (2) copies of a proposed work schedule covering all phases of the operations and the estimated dates of starting and completing each. The approved progress schedule shall be updated monthly, and adhered to throughout the contract.

The schedule shall represent a practical plan to complete the work within the contract time. A schedule extending beyond the contract time of the project will not be acceptable.

The contractor agrees that if the proposed construction schedule is less than the time allowed by the contract, the contract completion time may be shortened to equal the contractor's schedule duration by a change order at no cost to the City, provided that the City is in agreement with the proposed schedule.

Alternatively, if the contractor's proposed construction schedule is less than the time allowed by the contract, the City may consider the contractor's proposed schedule to have float. This float is the differential between the schedule completion date and the contract completion date. Float is not specifically for the benefit of either the City or the contractor. It is a resource available to both parties. The schedule shall be understood to be the contractor's representation that the schedule meets the requirements of the contract documents and that the work will be executed in the sequence indicated in the schedule.

The schedule shall clearly show the sequence and interdependence of construction activities and shall list specifically the start and completion of each major item of work, their components and interim milestone completion dates. Any changes to the sequence of operation shall be approved by the Facilities Project Manager prior to starting the new schedule.

Scheduling of change or extra work orders is the responsibility of the contractor. The contractor shall revise the schedule drawing to incorporate all activities involved in completing the change or extra work order and submit it to the Facilities Project Manager for review.

Full compensation for conforming to the requirements in this section, including the cost of preparing and revising the construction schedule, shall be included in the



contract prices paid for various items of work, and no additional compensation will be made therefore.

6. LIQUIDATED DAMAGES

Pursuant to California Government Code Section 53069.85, the contractor agrees to forfeit and pay to the City the sum of Three Hundred Dollars (\$300) per day for each calendar day completion if the first phase is delayed beyond the due date. The City may withhold said liquidated damages from the payments as such damages accrue or, at City's discretion, withhold liquidated damages from any payments due or that may become due under the contract, including retention and final payment.

7. EXTENSION OF TIME

The contractor will be granted an extension of time for unforeseeable delays beyond the control of, and without the fault or negligence of, the contractor, including delays caused by the City.

8. CLARIFICATIONS

The City may issue addenda as appropriate for clarification during the bidding period. Please verify the status of addenda with the Purchasing Department before submitting bids

9. SUBMITTALS

a. General

Within five (5) days of the Notice to Proceed, the contractor shall submit to the City for review and approval a submittal schedule (a list of items and scheduled submittal dates) of items that are specified or reasonably required for the construction, operation and maintenance of the finished work.

The submittal schedule shall, at a minimum, include:

- Detail shop drawings, calculations, mix designs, reports, literature, catalog cuts, brochures, material samples, manuals, conditions of manufacturer's warranties and guarantees, and/or other documents that are specified or reasonably required for the construction, operation and maintenance of the work. Where applicable, include description of each item and name of manufacturer, supplier, author, trade name, model number and applicable section of the specifications.

- Intended submission/resubmission date(s).
- Order release date.
- Lead time to delivery/anticipated delivery date(s).
- Highlight any items that require expedited review to meet the project schedule.

The City's review and approval of contractor's submittals will cover only general conformity to the drawings, specifications, external appearance and dimensions. The City's review and approval of the submittals shall not relieve the contractor from responsibility for errors, omissions or the contractor's responsibility for compliance with the contract documents.

After a submittal is approved, the item provided for the work shall match the descriptions in the approved submittal or sample. An item that deviates from the approved submittal or sample will be rejected without exception.

b. Payment

All costs for the preparation, correction and delivery of the submittals shall be considered included in various items of work requiring submittals, and no other compensation will be made therefore.

## 10. NOTIFICATIONS BY CONTRACTOR

The Contractor's attention is directed to Sections 5-11, "Existing Utilities," and 10 03, "Coordination with other Agencies," of the Standard Provisions and these Special Provisions.

- a. The contractor shall notify the Facilities Project Manager at least three (3) working days prior to commencing work under this contract.
- b. The contractor shall keep the City Emergency Communications Center, (650) 903-6395, informed daily regarding excavations, barricades, road closure and detours. In addition, the contractor shall give to the City Emergency Communications Center and the Public Works Department Land Development Section an emergency phone number with the name of the contractor's representative whom the City can contact in an emergency.

## 11. PUBLIC ACCESS AND TRAFFIC CONTROL MEASURES

The contractor shall be responsible during all phases of the work to provide for public safety and convenience by use of traffic cones, signs, barricades, lighted barricades and flag holders, as described in the latest edition of the State of California, Department of Transportation, Manual of Traffic Controls for Construction and Maintenance Work Zones.

Five (5) days prior to starting construction, the contractor shall submit a detailed traffic control and public access plan conforming to the restrictions and requirements in the contract documents. The detailed plan shall show the methods to be used to maintain vehicular traffic flow and pedestrian access around the project site. Pedestrian safety signs shall be erected as directed.

## 12. PUBLIC CONVENIENCES AND SAFETY

### a. General

The contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property. Barricades shall be placed around all excavations when work is not in progress, as directed by the Facilities Project Manager. At night, barricades shall be equipped with portable flashing beacons. The contractor shall be solely responsible for all mishaps and their associated costs.

### b. Measurement and Payment

Full compensation for conforming to the requirements in this section shall be considered as included in the payments for various other items of work requiring traffic control and general safety measures, and no other compensation will be made therefore.

The contractor shall restore damaged pavement, sidewalks, steps, concrete, handrails and striping as a result of the contractor's operation. Payment for restoration shall not be measured for separate payment.

While they are on the premises, workers shall display photo ID badges at all times. Workers without badges will be ordered to leave the premises.

All costs associated with security clearance shall be considered included in the payment for other items of work, and no other compensation will be made therefore.

The disposal work shall be done in a timely manner on a daily basis. The contractor shall not stockpile excess or other unwanted materials in any amount on-site.

#### 14. BID ITEMS/SCOPE OF WORK

##### 1. Roof Gutter

Provide approximately 200 liner feet of seamless aluminum roof gutters at the central tile roof. Connect gutter to downspouts and underground storm drain. Gutters to be 6" deep by 8" wide minimum. Submit gutter samples for approval.

##### 2. Roof Downspouts and Underground Drains

- Drill 3" holes at the bottom of the existing scuppers. Furnish and install 3" downspouts; paint downspouts to match wall (14 places).
- Build a water dam with painted 14 GA galvanized sheet metal or approved material.
- Core drill 6" holes on retaining wall for 6" drainpipe to drain out.

##### 2A. Catch Basins

Furnish and install two 18" by 18" catch basins at the planter and four 24" by 24" catch basins at the other areas. Provide 6" drainpipe connections to the outside surface of retaining wall. The penetrations of the catch basins shall be watertight.

##### 3. Drywall

- Brush apply "XYPEX" waterproof coating to exposed interior concrete block walls (XYPEX tech support (800) 966-5572). Let it dry for 24 hours.
- Install 5/8" green boards at the bottom part of the damaged areas in the basement area to include the corridor next to the computer room.
- Tape and sand all joints.
- Provide matching texture (Level 3).
- Provide missing wall base.

- Paint the full surface of wall (two (2) coats, floor to ceiling) to match adjacent wall.
4. Repair flexible flashing for existing Bituthene 4000 system at east side of the building.

Add flexible flashing to cover the gap caused by soil settlement.

5. Waterproof Planters

Two planter areas (approximately 300 square feet) to be waterproofed with new sheet system.

- Core drill 3" holes for the roof drain from the catch basin.
- Remove dirt, fill with 3/4" gravel, provide 95 percent compaction, and place horizontal 1,500 psi concrete with 6" by 6" 10-gauge wire meshes. Slope concrete to both ends with a 3" drain hole. Install Bituthene 4000 system on slab and vertical wall. Provide drainage and protection boards. Provide Z bar terminations. Backfill with river rock to 6" below top of the planters.
- Seal termination of membrane around catch basins.

6. /7. Replace Bituthene 4000 System at Exterior Basement Walls

The work area is at the underground portion of the exterior wall at a depth of approximately 9' with hydroduct drainage mat and protection boards.

Area 7: From the building corner at right side of the main entrance door to the end of the retaining wall.

Area 6: From the east side stairs to the building corner of the basement offices occupied by the Fire Department.

- Apply and secure a non-fee permit, if necessary, from the City Community Development Department.
- Schedule a pre-construction meeting with Police/Fire user representatives, Facilities Project Manager, City grading Inspector, subcontractors and the City's Parks Supervisor.

- Protect the work area and the surrounding area with traffic control barricades and signs. Construct a temporary access for the earth-moving equipment.
- Removal of vegetation at the impacted area will be provided by the Parks and Open Space Division. Contact Gary Hall at (650) 903-6326.
- Remove dirt/gravel along the exterior wall. Excavation should be to a minimum of 6" below bottom of the existing footing.
- Trenching protection to be complied with OSHA and California Trenching and Shoring Manual.
- Provide conveyers, as required, to stockpile the dirt on the open ground. Secure approval from City for the location of stockpiling.
- Install 4" perforated drainpipes at the bottom of the full length of exterior walls.
- Backfill 3/4" diameter gravel at all three sides of the 4" drainpipes; cover 12" minimum at all sides.
- Remove the damaged waterproofing membrane and apply the new Bithuthene 4000 system.
- Thoroughly clean surfaces of the exposed portion of the foundation wall to be coated by pressure washing using a minimum of 2,500 psi to 3,000 psi at 4.5 gpm. Areas where mildew or moss is prevalent should be given special attention when pressure washing, and a sterilizing solution is recommended.
- Rout out any old caulking and all cracks to achieve a "clean" crack to refill and caulk with SikaFlex 1A. Route to a 3" by 3" groove along the cracks that are greater than 1/16". Routed cracks will also be sealed with SikaFlex 1A, a single component polyurethane sealer.
- Seal all protrusions and bracing that are found on the external walls with SikaFlex 1A.
- Prime the walls with VIP 1200. This will act as a surface conditioner, thus enhancing the bonding of the surface conditioner.

- Provide air filter at air intake if the smell and air quality is not acceptable. Contact Ed Chase from Quality Air Services, (650) 802-0910, for special filter.
- To all exterior surfaces, as cited, apply sufficient material by roller application of VIP 8100 Smooth Coating at the rate of 80 to 90 square feet per gallon per coat.
- Sandblast these walls to reach a sound surface for the application of the sheet membrane.
- Wire brush and patch wall to provide acceptable substrate for Bituthene membrane. Repair surface defects. Remove sharp protrusions. Strike masonry joint off flush.
- After the preparation is complete, request W. R. Grace to inspect the substrate and approve the application of Bituthene 4000 system.
- Apply Bituthene primer by Hudson sprayer. Allow primer to dry one (1) hour or until tack-free.
- At inside corners, form a fillet with a minimum 3/4" face with liquid membrane LM-3000.
- At all inside and outside corners, apply 12" strip of Bituthene membrane center on the corners.
- Install Bituthene Membrane 4000 in accordance with W. R. Grace specifications.
- After the installation of the membrane, supply and install hydroduct drainage composite boards plus Apoc 1/8" protection board to further ensure the drainage at the vertical wall.
- Install a termination bar (a galvanized sheet metal "Z" flashing) at the top extremity of the sheet membrane to protect it from landscaper's tools as well as UV. The sheet metal will be primed.
- Apply a bead of sealant at the "Z" where any metal meets with the concrete. Apply a liberal coving application of sealant to these areas.
- Apply surface conditioner/Primer 4000 to vertical sub-surfaces.

- Apply surface conditioner/Primer EM 3000 to horizontal foundation sub-surfaces.
  - Apply 9" wide strips of Bituthene over joints and cracks.
  - Overlap edges and seams at least 2-1/2". Seal all "T" joints with mastic. Laps within 12" of all corners shall be sealed with a strip of mastics.
  - All inside corners shall have a 3/4" fillet of liquid membrane. All outside corners shall be covered with a 12" wide strip.
  - Apply liquid membrane or double layer of membrane at all piping and drainage penetrations.
  - Provide 24-hour flood test before the installation of the protection board. Perform flood test one (1) day after the completion of the Bituthene layer.
  - Furnish and install Hydroduct II drainage composite board.
  - Backfill and compact the dirt to 95 percent density.
8. Replace caulking at the exterior entrance plaza (approximately 150').
- Remove any damaged old caulking and filler. Install new rods.
  - Apply 100 liner feet of SikaFlex 2C/1A sealant and tool all joints.
  - Provide unit price for additional caulking, if required.

Provide a five (5) year warranty on Bituthene applications. Provide a two (2) year warranty for all other items.



## POLICE DEPARTMENT WATERPROOFING BID SHEET

General Conditions included in each items:

Item	Description	Unit Price/ Unit	Qty.	Subtotal
	<b>Base Bid</b>			
1	Seamless rain gutter			
2	Downspout			
2A	Catch basin and underground drain			
3	Drywall and "XYPEX" waterproofing			
4	Add flashing and repair the existing membrane system at the east wall			
5	Waterproofing two planters			
6	Clean, prime, install Bituthene 4000 system at the southeast corner			
	Others (please specify)			
	<b>Base Bid Total</b>			
	<b>Add/Alternate Items</b>			
7	Clean, prime, install Bituthene 4000 system at the basement wall at east side of the entrance plaza			
8	SikaFlex sealant			
	SikaFlex unit price			
	Others			
	<b>Add/Alternate Total</b>			
	<b>Base Bid + Alternate Grand Total</b>			

Guaranteed delivery of \_\_\_\_\_ calendar days from approval of purchase order.

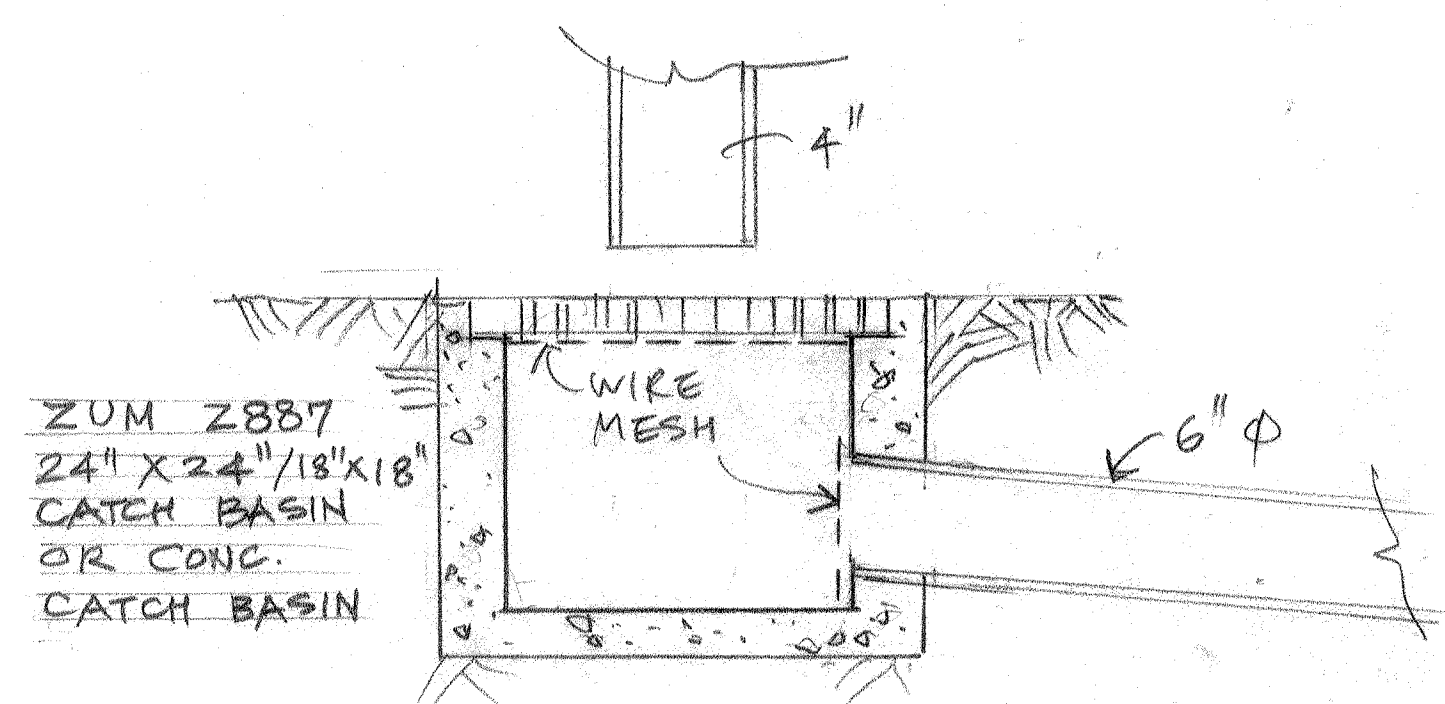
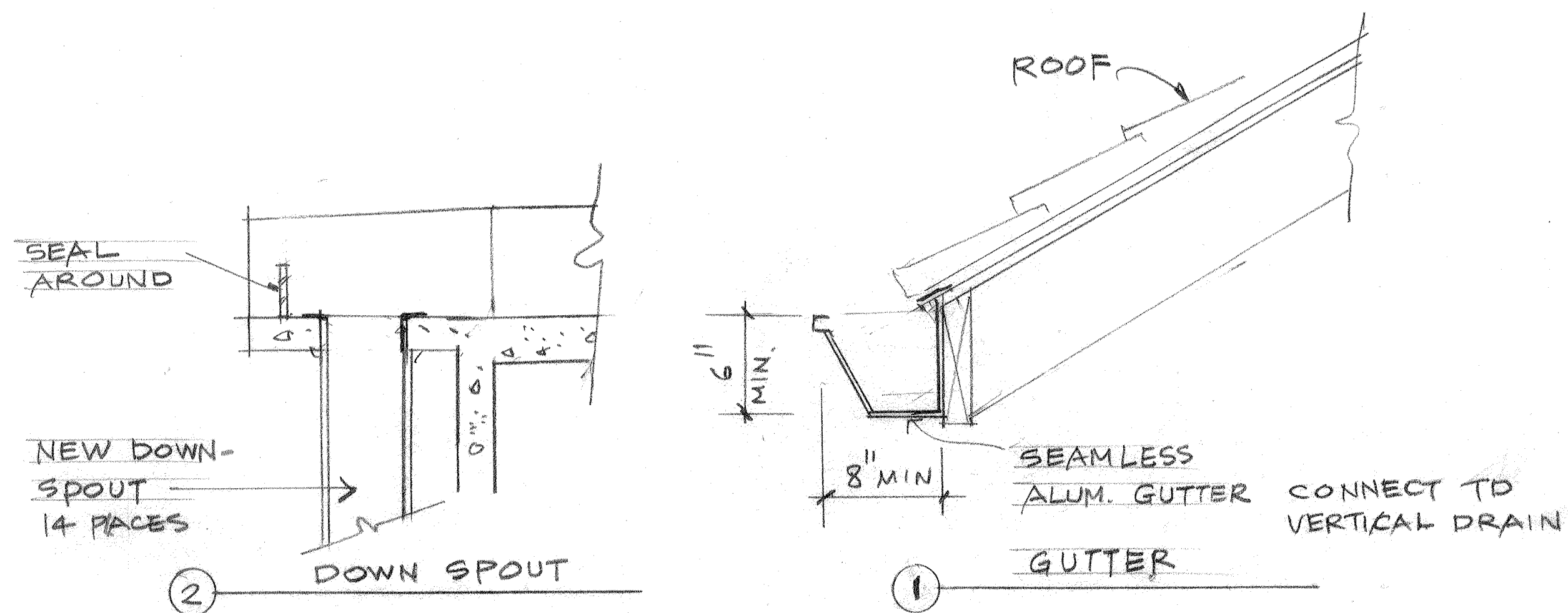
\_\_\_\_\_  
Signature (Company Officer)

\_\_\_\_\_  
Date

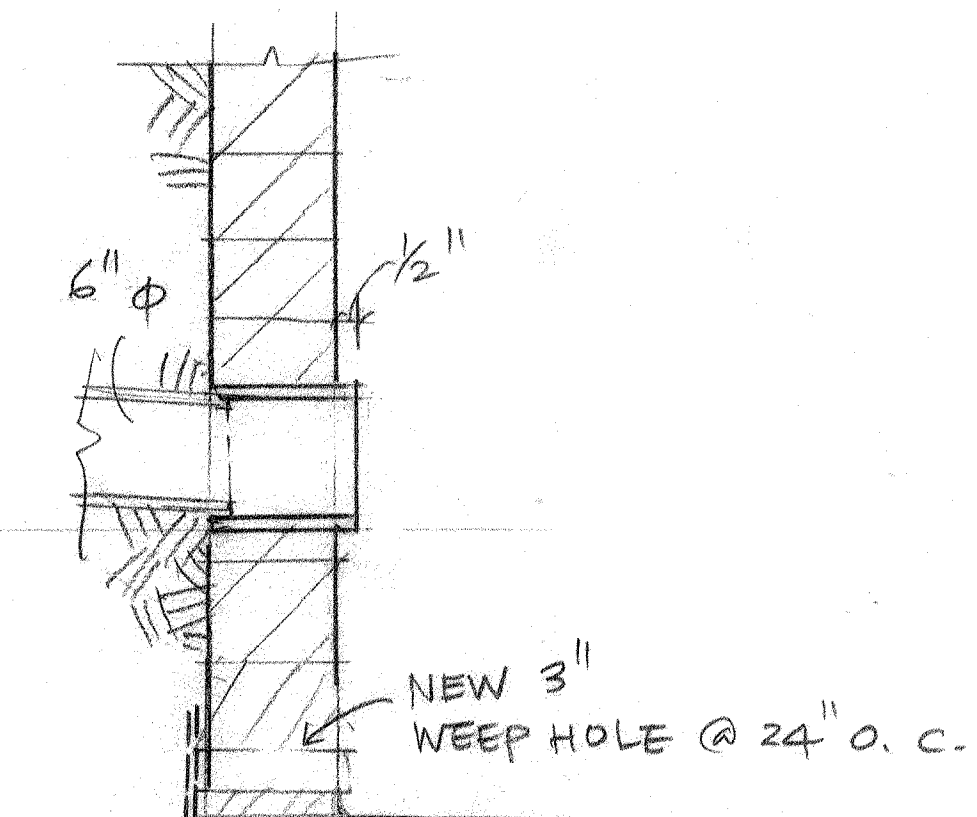
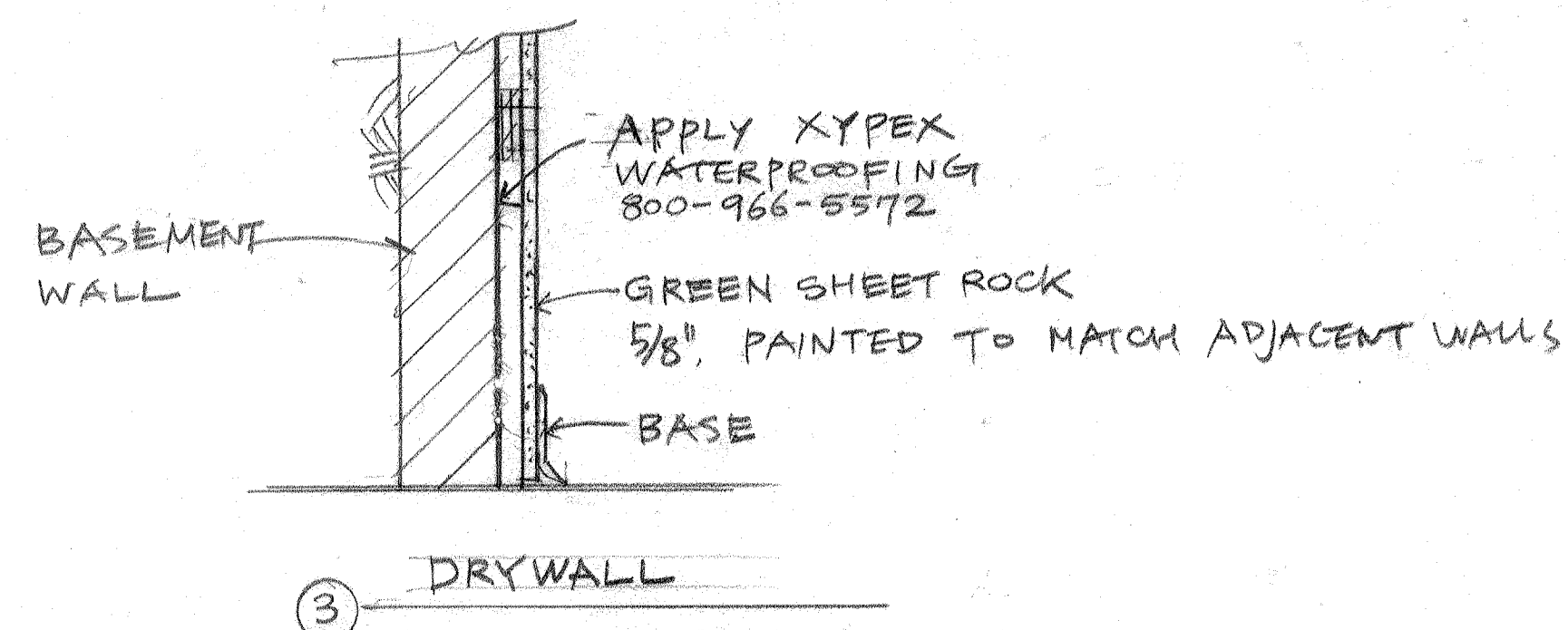
\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Company

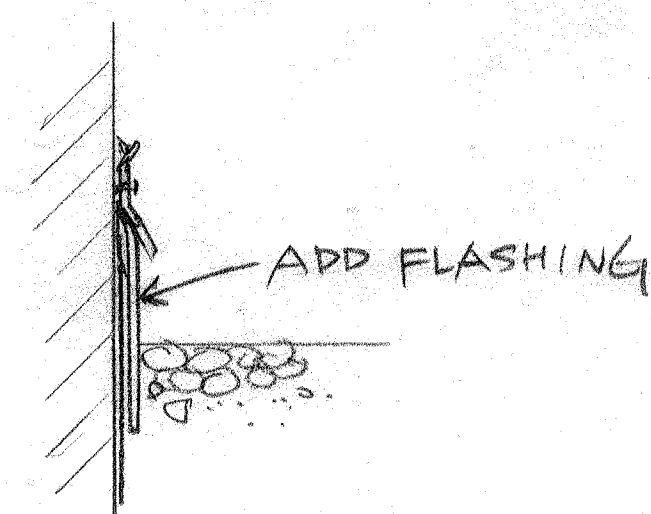
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Telephone No.



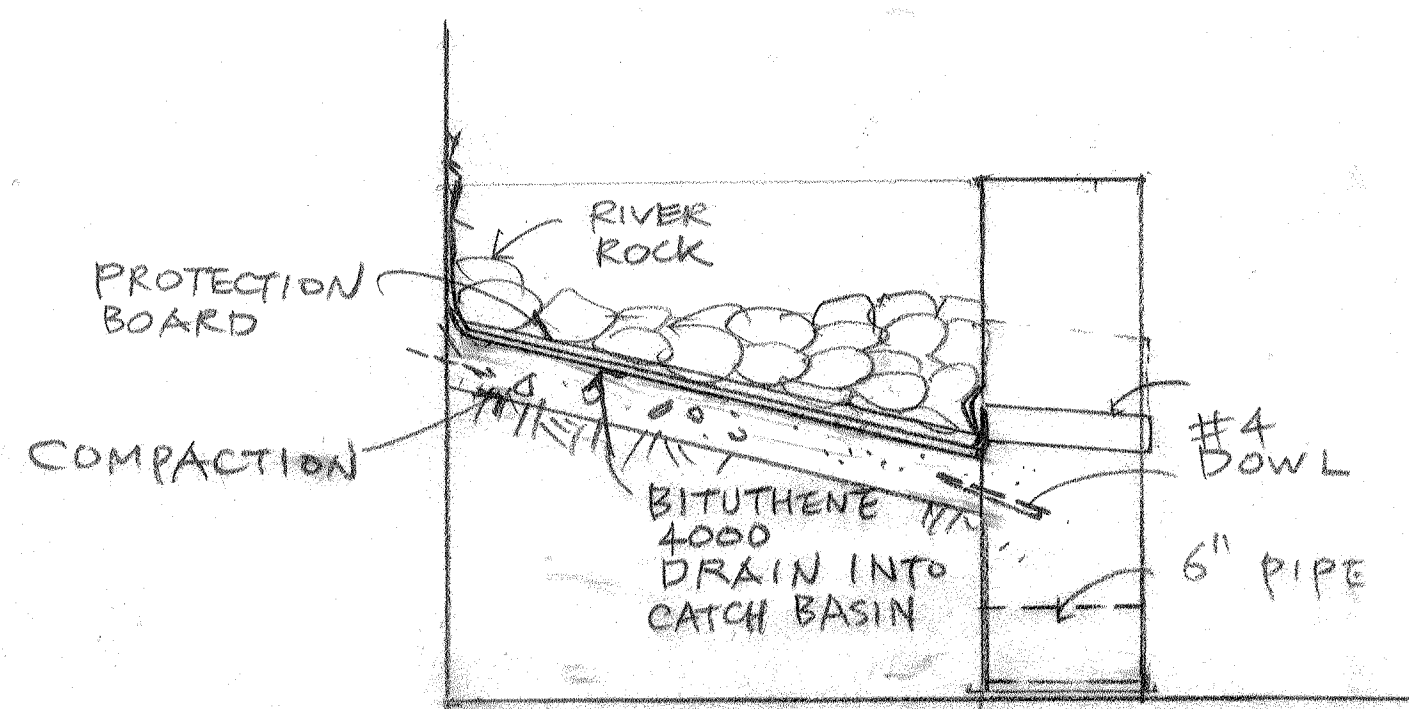
2A CATCH BASIN  
TYP. AT ALL DN SPOUTS 6 PLACES



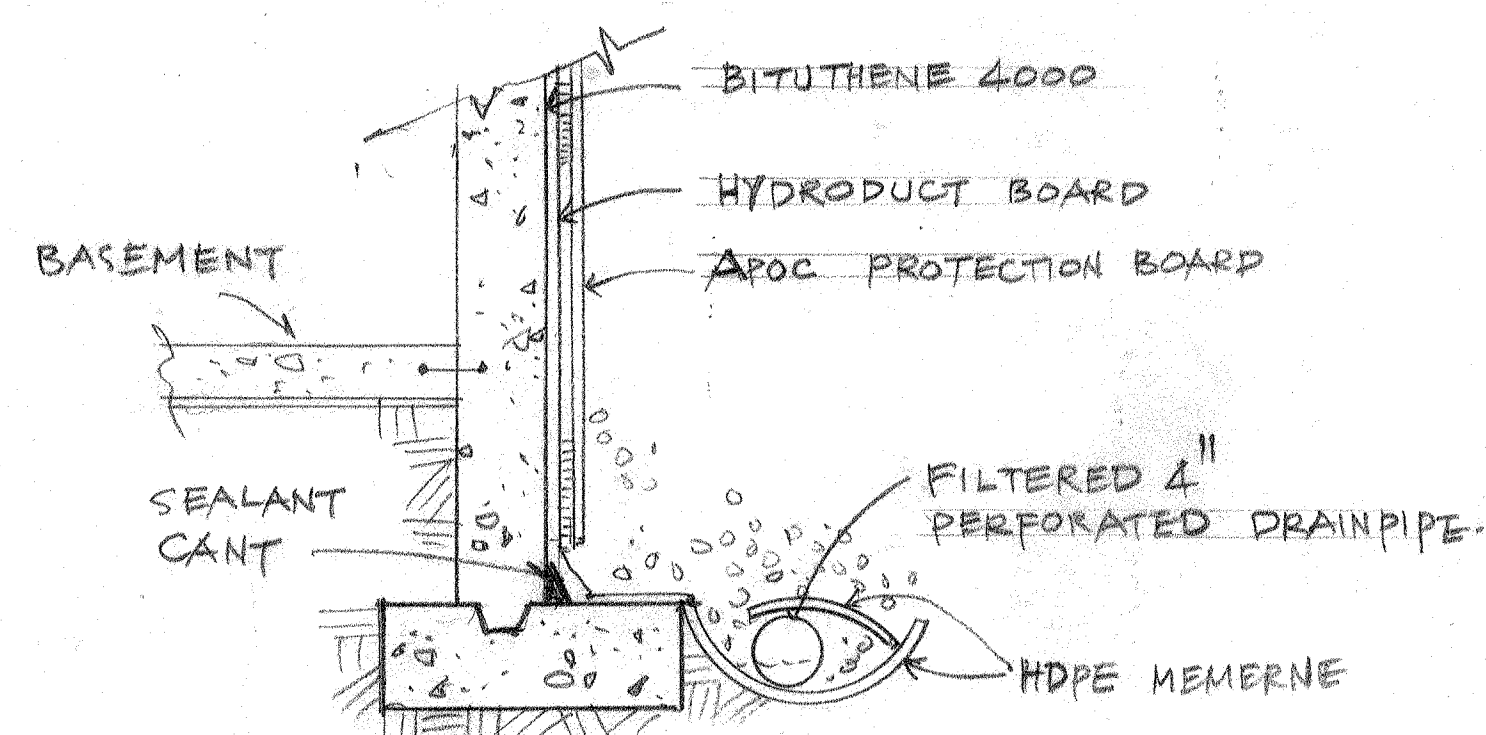
2B DRAIN AT RETAIN'G WALL



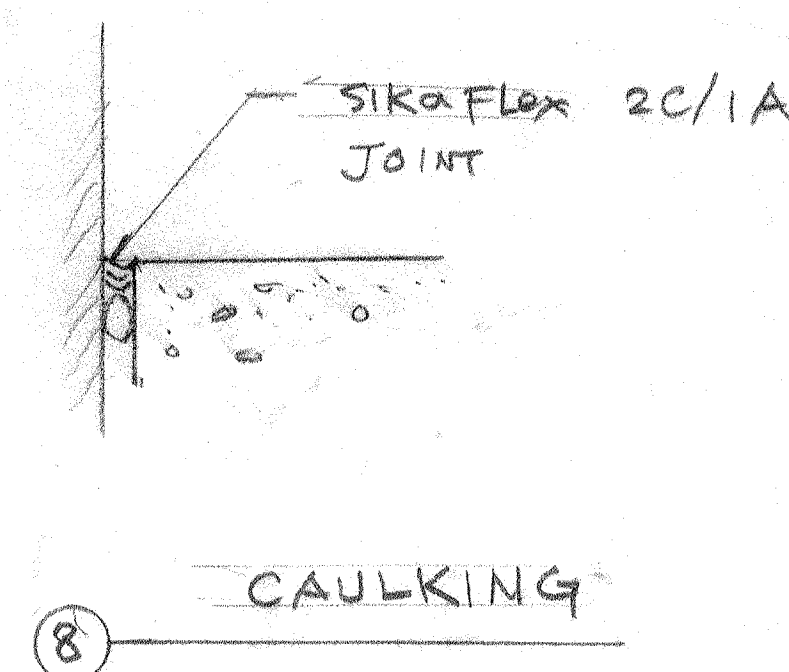
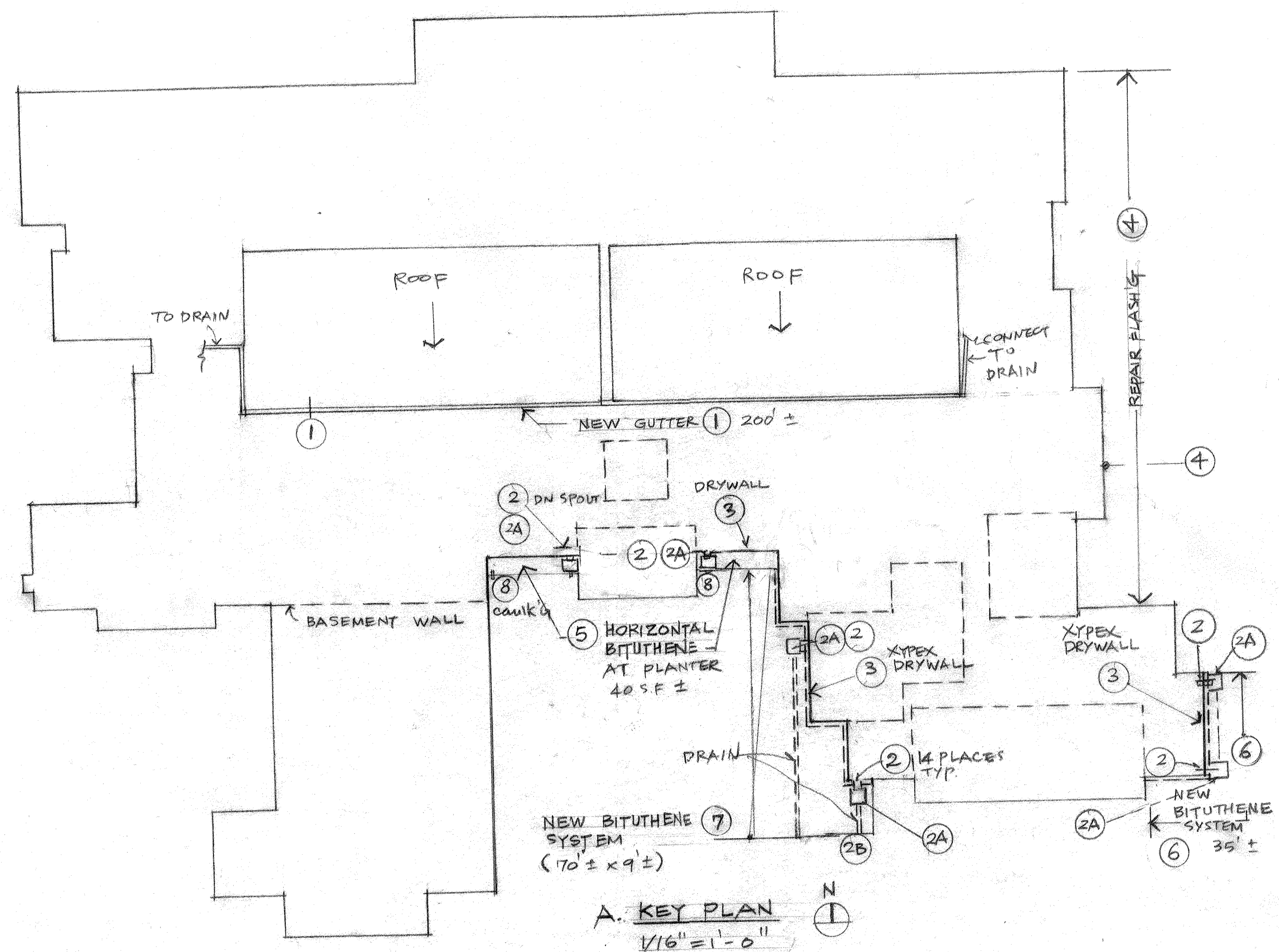
4 EXIST'G MEMBRANE  
REPAIR FLASHING



5 PLANTER



6 SECTION  
7 AT FOOTING



8 CAULKING

POLICE/FIRE ADMIN					
SCALE: AS NOTED		APPROVED BY:		DRAWN BY: D.H.	
DATE: 6-19-03		D.H.		REVISED	
WATER PROOFING					
1000 VILLA MTN VIEW				DRAWING NUMBER SK30909	